**BENGALURU CENTRAL CITY CORPORATION**

**Request for Proposals**

**for**

**Providing Consultancy Services for Preparation of Detailed Project Report (DPR)**
**for the work of "Detailed Project Report for the work of Additional works for Construction of MLA office at ORC Road Austin town at old MLA office building in ward no 114 Agram New Ward No 29 ".**

**Office of the**
**Executive**
**Engineer**
**Shanthinagara Division**
**BENGALURU CENTRAL CITY**

**CORPORATION**
**Bengaluru**

## CONTENTS


| SECTION | DESCRIPTION | PAGE No. |
|---|---|---|
| Section 1 | Invitation for Tenders | 3 – 5 |
| Section 2 | Information to Consultants (ITC) | 6 – 12 |
| | Data Sheet – Information to Consultants | 13 – 15 |
| Section 3 | Technical Proposal – Standard Forms | 16 – 24 |
| Section 4 | Financial Proposal – Standard Forms | 25 – 29 |
| Section 5 | Terms of Reference | 30 – 35 |
| Section 6 | Contract for Consultant's Services | 36 – 52 |
| | I. Form ofContract | |
| | II. General Conditions ofContract | |
| | III. Special Conditions ofContract | |
| | IV. Appendices | |

# Bengaluru Central City Corporation

TN.No: **EE/SN/TEND/04/2026-27**

**The Executive Engineer**
**Bengaluru Central City Corporation**
**Shanthinagara Division**
**9th Floor, PUB**
**Bang0alore-560 001**
**Dated: 29-06-2026**

## INVITATION FOR TWO COVER TENDER (IFT)

(Two Cover **System**)

**(Quality and Cost Based selection)**

(Through Kppp Portal only)

The Executive Engineer (Shanthinagara Division), BCCC Bengaluru invites Bids on behalf of the Commissioner, BCCC for the following services from reputed Consultants.**for Detailed Project Report Consultant (DPR)** for the below works through kppp portal www. KPPP. gov.in.

**TABLE**

| Sl No | Name of Work | Project Cost in Crores | DPR Cost Rs In Lakhs | EMD Amount in Rs | Tender processing fee (Rupees) | Approx. Period of completion |
|---|---|---|---|---|---|---|
| **1** | Detailed Project Report for the work of Additional works for Construction of MLA office at ORC Road Austin town at old MLA office building in ward no 114 Agram New Ward No 29 | **20.00** | **20.00** | 50000.00 | As per KPPP portal | Till Completion of Project |
| **2** | Detailed Project Report for the work of Additional works for Construction of Community hall at Akkithimmanahalli in ward no 117 New Ward No 31 | **5.00** | **5.00** | 12500.00 | As per KPPP portal | Till Completion of Project |
| **3** | Detailed Project Report for the work of Additional works for Construction of Community hall at Jogupalya in ward no 89 New Ward No 23 | **5.00** | **5.00** | 12500.00 | As per KPPP portal | Till Completion of Project |
| **4** | Detailed Project Report for the work of Additional works for Construction of Community hall at Austin town in ward no 111 shanthalanagara New Ward No 29 | **5.00** | **5.00** | 12500.00 | As per KPPP portal | Till Completion of Project |

| | | | | | | |
|---|---|---|---|---|---|---|
| **5** | Detailed Project Report for the work of Additional Construction works to School Buildings and construction of compund wall in shantinagara Constituency | **15.00** | **15.00** | 37500.00 | As per KPPP portal | Till Completion of Project |

1. Pre bid meeting will be held on **06-07-2026** at 15.30 hrs in the Office of the Chief Engineer Central Zone-1, 18th Floor, Public uitility building , Bangalore- 560 001. Headed by Chief Engineer, Central Zone-1,, BCCC to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Last date submission of tender documents on or before **09-07-2026** at 16.00 hours
3. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Executive Engineer, Shanthinagara division on **10-07-2026** at 16.30 hours.
4. Aspiring Bidders/Contractors who have not registered in kppp should register before participating through the website https://kppp.karnataka.gov.in
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK kppp website https://kppp.karnataka.gov.in or contact kppp Helpdesk at 080 – 22441076.

**TERMS & CONDITIONS:**

**1.** Any reputed Company possessing Registration Certificate of establishment (Form-C Rule no 4) from department of labor for civil engineering Consulta

**2.** ncy service and should have involved in Civil Engineering Consultancy services from past 5 years.

**3.** Work done certificate for having successfully executed at least one similar work not less than 50% of the project Estimated cost.

**4.** Consultants should submit the list of on-going projects, works awarded & works completed during 2020-21 to 2024-25 in the specified format as mentioned in RFP. The should also contain the client name, cost of work, cost of consultancy and percentage of work completed.

**5.** Consultants should submit the Methodology of the Project to the Technical Evaluation Committee during technical evaluation (which will be intimated later), along with the Key Technical Staff, failing which, the bids are liable for disqualification.

**6.** Consultant should have an Own NABL (National Accreditation Board of Testing and Calibration Laboratories) Laboratory. BCCC reserves the right to inspect the laboratories, disqualify without assigning any reason if the consultant does not meet the requirement criteria of BCCC. NABL certification of the laboratory with respect to specific work and specific test relating to the items to be tested for work is mandatory. Else, NABL accreditation will not be considered. Academic institutions shall possess accreditation from NBA/NAAC/UGC/AICTE f. Tenders from Joint Ventures/Consortium are not acceptable

**7.** The tender is of Two cover system.
I.)Bidders/Contractors Should attach all the Scanned copies of technical documents/certificates pertaining to their eligibility criteria mentioned above in the website itself. failing which the bid will not be considered. The original documents should be produced for verification at any stage of tender process as and when sought by BCCC failing which, the bids are liable for disqualification ii) Rates shall be quoted in Tender Schedule-B (Financial Bid) in the website on Lump sum basis.

7. `The successful bidder will have to execute agreement with Eecutive Engineer (Shanthinagara) within
20 days of receipt of intimation.

8. The BCCC reserves the right to accept / reject any or all the tenders without assigning any reasons.
9. The validity of tender will be up to the execution of Agreement with the main work.
10. Further details of the work can be obtained in the office of the Executive Engineer Shanthinagara Division ) on all working days between 10.00 A.M. & 5.30 P.M.
11. If the delay is caused by the consultant in issuing design, GFC and any other information necessary for execution of the work, thereby causing delay in completing the work the penalty will be recovered from the consultant as per the rules prevailing for the recovery of the penalty from the consultant.
12. Any misrepresentation of the fact or uploading pretended documents will lead to rejection of bids & attract criminal proceedings against the consultant.
13. Aspiring bidders/Contractors, who have not obtained the user ID & Password for participating in kppp portal in Bengaluru Central City Corporation may now obtain the same from the website https://kppp.karnataka.gov.in.
14. Tender documents may be downloaded from Government of Karnataka kppp website https://kppp.karnataka.gov.in under login for Contractors. Aspiring Bidders/ Contractors who have not registered in kppp should register before participating through the website https://kppp.karnataka.gov.in
15. For details, registration and e-payment visit GOK kppp website https://kppp. karnataka.gov.in.
16. Corrigendum's/modifications/correction if any will be published in the website only.

Sd/-
Executive Engineer
Shanthinagara Division

**Copy Submitted to:**

1. The Hon’ble Administrator, (BCCC) for kind information
2. The Hon’ble Chief Commissioner, (BCCC) for kind information
3. The Commissioner (BCCC ) for kind information
4. The Additional Commissioner (BCCC) for kind information.
5. Joint Commissioner (Central-1 Zone) for kind information.
6. Engineer-in-Chief for kind information
7. Chief Engineer (Central Zone-1) for kind information.
8. The District tender Bulletin Officer, and the Deputy Commissioner, Bangalore urban district with a request to publish the same in the district tender bulletin.
9. CAO/ Chief Auditor for kind information.
10. I.T Advisor with a request to publish in the BCCC website.
11. Accounts Superintendent / Cashier for information.
12. Office copy.

Executive Engineer
Shanthinagara Division

## SECTION 2

## INFORMATION TO CONSULTANTS

**1. Introduction**

1.1 The Employer named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Datasheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal shall be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase shallbetotheEmployer'sSatisfactionbeforeWorkbeginsforthenextphase.

1.4 The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultants' Representatives shall contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants shall ensure that these Officials are advised of the visit in adequate time total low them to make appropriate arrangements.

1.5 The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, Shanthinagara Division, BCCC expects the Consultant to provide Professional,ObjectiveandImpartialAdviceandatalltimeholdtheEmployer'sinterestspa ramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in conflict with his prior or current Obligations to other Employers, or that may place him in a position ofnotbeingabletocarryouttheassignmentinthebestinterestoftheEmployer.

1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a. AFirmwhichhasbeenengagedbytheEmployertoprovidegoodsorworksforaproject,a ndany of its affiliates, shall be disqualified from providing Consulting Services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a project,andanyofhisaffiliates,shallbedisqualifiedfromsubsequentlyprovidinggoods orworks or services related to the initial assignment (other than a continuation of the firm's earlier consulting services)for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which,

by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 As pointed out in para 1.7.1 (a) above, the Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Employer whether or not to have the extended assignment carried out,and difitis carried out,which Consultant shall be hired forth purpose.

1.8 It is BCCC's Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the BCCC

a. Defines, for the Purposes of this Provision, the Terms set for the below as follows.
   i. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influencetheactionofapublicofficialintheselectionprocessorincontractexecutionand

   ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BCCC and includes collusive practices among Consultants (Prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive BCCC of the benefits of free and open competition.

b. will reject a Proposal for Award if it determines that the Firm recommended for Award has engagedinCorruptorFraudulentActivitiesincompetingfortheContractinquestion;
c. will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and
d. will have the right to inspect Consultant's Accounts and Records relating to the Performance of the Contract and to have the maudited by auditors appointed by GOK.

1.9 The Consultant shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issuedbyGOKinaccordancewiththeabovesubpara1.8(d).

1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

## 2. Clarification and Amendment of RFP Documents

2.1 The Consultant may request a Clarification of any Item of the RFP Document up to the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through e – Procurement Website. Employer's Response will be displayed in the e – ProcurementWebsiteincludingaDescriptionoftheQuerybutwithoutidentifyingitsSource.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shall be displayed in the e – Procurement Website. The Employer may at its own discretion extend the Dead line for the Submission of Proposal.

## 3. Preparation of Proposal

3.1 The Consultants are requested to submit their Proposals (sub para 1.2) written in the Language(s) specified in the Data Sheet.

### Technical Proposal

3.2 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

i. Deleted.

ii. For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff – Months estimated by the Firm.

iii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.

iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.
v. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.
vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Employer's Official Language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section3**).

i. A Brief Description of the Consultant's Organization and an Outline of the Recent Experience on Assignments (**Section 3B**) of a similar nature. For each Assignment, the outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.
ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Employer(**Section3C**).
iii. ADescriptionoftheMethodologyandWorkPlanforPerformingtheAssignment(**Section3D**).
iv. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section3E**).
v. CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting theProposal(**Section3F**).KeyInformationshallincludenumberofyearsworkingfor the Firm / Entity, and Degree of Responsibility held in various Assignments during the last ten years.
vi. Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) shall be provided to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member(**Sections3Eand3G**).
vii. A Detailed Description of the Proposed Methodology, Staffing, Monitoring, Training, if the Data Sheet specifies Training as a Major Component of the Assignment.
viii. Any Additional Information requested in the Datasheet.

The Technical Proposal shall not include any Financial Information.

**Financial Proposal**

3.6 In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all Costs associated with the Assignment inclusive of Consultancy Service Tax, including (a) Remuneration for Staff and (b) Reimbursable such as Subsistence (per diem,housing),Transportation(nationalandlocal,forMobilizationandDemobilization),Servicesand Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, and Training, if it is a Major Component of the Assignment. If appropriate, these Costs shall be broken down Activity wise.

3.7 The Consultants shall express the Price of their Services in Indian Rupees.

3.8 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment. The Employer shall make

its best effort to complete Negotiations within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

**4. Submission ,Receipt and Opening of Proposals**

4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal and (ii) Financial Proposal. The Proposals must be electronically submitted through e Procurement Portal

only (online through Internet) within the Date and Time published in e – Procurement Portal.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorized to sign on behalf of the Consultant. Such Authorization shall be indicated by aWrittenPower–of–AttorneyaccompanyingtheProposal.TheCorrections,ifany,shallbemadeby striking of and shall be initialed with date.

4.4 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.5 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the e – Procurement.

4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

**4.7 Earnest Money Deposit**

4.7.1 The Consultant shall furnish, as part of his Proposal, Earnest Money Deposit (EMD) in the amount as specified in the e – Procurement Portal along with the Technical Proposal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer(NEFT).

4.7.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD of Rs. 1,00,000/- will be accepted only in the form of Electronic Cash and the Remaining amount through Demand Draft or Bank Guarantee).
b. The Consultant's Proposal will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1, 4.7.2 a.

4.7.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Nonresponsive.

4.7.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

4.7.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the ConsultanthassignedtheAgreementandfurnishedtherequiredPerformanceSecurity.

4.7.6 The Earnest Money Deposit may be forfeited

a. If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;
b. IftheConsultantdoesnotacceptttheCorrectionofthePrice,pursuanttoClause5.6;or
c. InthecaseofasuccessfulConsultant,iftheConsultantfailswithinthespecifiedtimelimitto
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

4.8 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the Portal. The Proposal will disappear automatically immediately after the Time of Submission is elapsed.

4.9 Consultant may modify Contents of their Technical Proposal or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.

4.10 Consultant may withdraw their Proposals by canceling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.

4.11 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

## 5. Proposal Evaluation

### General

5.1 FromthetimetheProposalsareopenedtothetimetheContractisawarded,ifanyConsultan twishes to contact the Employer on any matter related to its Proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Employer in the Employer's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's proposal.

5.2 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

### Evaluation of Technical Proposals

5.3 The Evaluation Committee appointed by the Employer as a whole and each of its Members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of ReferenceorifitfailstoachievetheminimumTechnicalScoreindicatedintheDataSheet.

**The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated.**

a. The Consultancy Firm / Company should have been involved in the Civil Engineering /Architectural Consultancy (Must be Registered at Council of Architecture, India) Services for minimum 5 years. In support of this, the Consultant shall furnish Establishment Certificate and Service Tax Registration/GST Certificate for the Consultancy Field along with the Technical Proposal.

b. The Consultancy Firm / Company should have achieved at least in two Financial Years a minimum Financial Turnover(in all classes of Civil Engineering/ Architectural Consultancy Consultation Works only)of Rs. 40.00 lakhs out of the last five Financial Years (from 2021-22 to 2025-26). In support of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2025-26.

c. **The Consultancy Must have prepared Detailed Project Report for a single Project comprising of Construction of Buildings Works in Urban Conditions in any of the Financial Year (from 2021-22 to 2025-26) for Central Government / State Government / Urban Local Body. In support of this, the Consultant shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Proposal**.

d. No Joint Venture or Consortium is allowed.

### Public Opening and Evaluation of Financial Proposals, Ranking

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in thee

– Procurement Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the KPPP Website the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee shall determine whether the Financial Proposals are complete, (i.e. whethertheyhavecostedallItemsofthecorrespondingTechnicalProposals,if not, the Employer will cost the add their cost to the initial price),correct any Computational Errors.

5.7 The Employer shall select the Lowest Proposal ('evaluated' price) among those that have passed the MinimumTechnicalScore.TheselectedConsultantshallbeinvitedforNegotiations.

**6. Negotiations**

6.1 Negotiations shall be held at the Address indicated in the Data Sheet. The Aim is to reach an Agreement on all Points and sign a Contract.

6.2 Negotiations shall include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant shall then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, and Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "DescriptionofServices"andformpartoftheContract.SpecialAttentionshallbepaidtogetthemost the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.

6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Assurances that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may bed is qualified.

6.5 The Negotiation shall conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant shall initial the Agreed

Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Employer shall invite the Firm who has quoted the Second Lowest Price for Negotiations.TheProcessshallberepeatedtillanAgreedContractisconcluded.

**7. Award of Contract**

7.1 The Contract shall be awarded following Negotiations. After Negotiations are completed, the Employer shall promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (sub para5.3).

7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

**8. Confidentiality**

8.1 Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

**9. Performance Security**

9.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

- Banker's Cheque / Demand Draft / Pay Order in favour of "The Chief Commissioner", BCCC, Bengaluru payable at Bengaluru or
- A Bank Guarantee in the Form given in Appendix F.

- Fixed Deposit Receipt (FDR) pledged in the name of "The Chief Commissioner", BCCC,Bengaluru.

9.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

9.4 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

**10. Conflict of Interest**

Conflict of Interest for a Consultant is defined as

10.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.2 Any Consultant black listed or debarred by the Government of India/ any State government / any other Organisations would not be eligible for Appointment as Consultant.

## DATA SHEET

## INFORMATION TO CONSULTANTS

**Clause Reference**

**1.1** The Name of the Employer: **The Chief Commissioner**
**Bengaluru Central City Corporation**
**Bengaluru**

The Method of Selection: Least Cost Selection **(LCS)**.

1.2 A Technical Proposal and a Financial Proposal are requested: **Yes**.

The Name, Objectives and Description of the Assignment are: **"Detailed Project Report for the work of Additional works for Construction of MLA office at ORC Road Austin town at old MLA office building in ward no 114 Agram New Ward No 29 "**.

1.3 The Assignment is phased: **No**.

1.4 A Pre Proposal Conference will be held: **Yes**.
It will be held at the **Office of the Executive Engineer,Shanthinagara Division, BCCC ,9th Floor,PublicUtilityBuilding,M.G.Road,Bengaluru-560001**

The Name (s), Address (es) and Telephone No. (s) of the Employer's Official (s) are:
**Executive Engineer**
**Shanthinagara**
**Division**
**BCCC 9th Floor, Public Utility**
**Building**
**M. G.**
**Road**
**Bengaluru-**
**560001**

1.5 The Employer shall provide the following Inputs: **Location Details of the Project**.

1.7.2 The Employer envisages the need for continuity for any Downstream Work: **No**.

1.10 The Clauses on Fraud and Corruption in the Contract are **SubClause2.7.1of General Conditions of Contract**.

2.1 Clarifications may be requested upto **three days before the Proposal Submission Date through KPPP Website only**.

3.1 Proposals should be submitted in the following Language(s):**English**.

3.3 i. Deleted.

ii. The Estimated Number of Key Professional Staff Months required for the Assignment: **to be furnished by Consultant based on the Scope of Work**.

5.3 The Numbers of Points to be given under each of the Evaluation Criteria are:

**i.** Specific Experience of the Consultant related to the Assignment of Similar Nature for a single Project comprising of Construction of Building in Urban Conditions in any of the Financial Year (from 2021 – 22 to 2025 – 26) for Central Government / State Government / Urban Local Body in last 5 years
**30 points**

ii. The Consultancy Firm / Company should have achieved at least in two Financial Years a minimum Financial Turnover(in all classes of Civil Engineering/ Architectural Consultancy Consultation Works only)of Rs. 40.00 lakhs out of the last five Financial Years (from 2021 – 22 to 2025 – 26)

**20 points**

iii. Adequacy of the Proposed Work Plan and Methodology in response to the TOR
   a. Site Appreciation
   b. Project Time Scheduling

**15 points**

iv. Qualification and Relevant Experience of the Key Professional Staff for the Assignment

**30 points**

**v.** Knowledge of Kannada language and having Office at Bengaluru
**05points**

**Total 100points**

The Numbers of Points to be given for Qualifications and Competence of the Key Professional Staffs for the Assignment are

| | **Points** |
|---|---|
| **i.** General Qualification<br>• Educational Qualification<br>• Experience in the Field of Road Infrastructure Project<br>• Experience in Civil Consultancy Field | **30** |
| **ii.** Adequacy for the Project<br>• Experience in the Field of Preparation of Construction of Building Project in Urban Conditions | **60** |
| **iii.** Experience in Region and Language | |

Iv Knowledge in Kannada and English Language The

**Total 100**

minimum Technical Score required to pass:

**75Points**

6.1 The Address for Negotiations is: **The Executive Engineer, Shanthinagara Division, BCCC , 9th Floor, Public Utility Building, M. G. Road, Bengaluru – 560 001**.

7.2 The Assignment is expected to commence **immediately at Project Location**.

Sincerely
Executive
Engineer
Shanthinagar Division
BCCC

## SECTION 3

## TECHNICAL PROPOSAL – STANDARD FORMS

3A. Technical Proposal

Submission Form. 3B. Consultant's

References.

3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.

3D. Description of

theMethodologyandWorkPlanforPerformingtheAssignment.3E. Team

Composition and Task Assignments.

3F. Format of Curriculum Vitae of Proposed Key

Professional Staff.3G. Time Schedule for Professional

Personnel.

3H. Activity(Work)Schedule.

## 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (NameofConsultant)
_____
_____
_____

To: (Name and Address of Employer)
_____
_____
_____

Dear Sir

Subject: **"Detailed Project Report for the work of Additional works for Construction of MLA office at ORC Road Austin town at old MLA office building in ward no 114 Agram New Ward No 29 "**.

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated[*Date*],and our Proposal. We are here by submitting our Proposals, which in clude this Technical Proposal, and a Financial Proposal.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you

receive. Yours sincerely

Authorized Signature:
Name and Title of
Signatory: Name of
Consultant: Address:

## 3B. CONSULTANT'S REFERENCES

**Relevant Services carried out in the Last Five Years that best illustrate Qualifications**

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key Professional Staff provided by Your Firm / Entity (profiles):</td></tr>
<tr><td colspan="2">Name of Employer:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff Months, Duration of Assignment:</td></tr>
<tr><td>Start Date (Month / Year):</td><td>Completion Date (Month / Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key Professional Staffs provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant'sName:_____

## 3C.COMMENTSANDSUGGESTIONSOFCONSULTANTSONTHETERMSOF REFERENCEAND ONDATA,SERVICES,ANDFACILITIESTOBEPROVIDEDBYTHEEMPLOYER

On the Terms of Reference 1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Employer 1.

2.

3.

4.

5.

Consultant'sName:_____

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFOMING THE ASSIGNMENT

Consultant'sName:_____

## 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

**1. Technical / ManagerialStaff**

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

**2. SupportStaff**

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>..<br>.. | | | |

Consultant'sName:_____

## 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:
…….. Name of the Consultant:
…….. Name of Staff:
……
Profession:
……
Date of Birth:
……
Years with Firm / Entity: ……
Nationality: …… Membership in Professional Societies: …… Detailed Tasks Assigned:
……

**Key Qualifications:**
[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

**Education:**
[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

**Employment Record:**
[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Employer References, where appropriate. Use about two pages.]

**Languages:**
[For each Language indicate Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

**Certification:**
I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

_____
[Signature of Staff Member and Authorized Representative of the Consultant]

**Date:** Day / Month / Year

Full Name of Staff Member:

Consultant'sName:_____

…… Full Name of

Authorized Representative:……

Consultant'sName:_____

## 3G. TIME SCHEDULE FOR PROFFESSIONAL PERSONNEL

| No. | Name of | Staff Input (in the form of Bar | | | | | | | | | | | Total Staff – Month | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Key Staff** | | | | | | | | | | | | | | | |
| 1. | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | n | Office | Field | Total |
| 2. | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n. | | | | | | | | | | | | | | | |
| | **Sub Total** | | | | | | | | | | | | | | |
| **Sub Key Staff** | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n. | | | | | | | | | | | | | | | |
| | **Sub Total** | | | | | | | | | | | | | | |
| **Supporting Staff** | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n. | | | | | | | | | | | | | | | |
| | **Sub Total** | | | | | | | | | | | | | | |
| | **Total** | | | | | | | | | | | | | | |

1. For Professional Staff the Input should be indicated individually; for Support Staff it should be indicated by Category (e.g. Draftsmen, Clerical Staff, etc.)
2. Months are counted from the Start of Assignment. For each Staff indicate separately Staff Input for Work.
3. Field Work means Work carried out at a Place rather than the Consultant's Office.

Consultant'sName:_____

## 3H. ACTIVITY (WORKS) SCHEDULE

| No. | Activity | Month | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | | N |
| 1. | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| n. | | | | | | | | | | | | | |

1. Indicate all Main Activities of the Assignment including Delivery of Reports and other Benchmarks such as Client Approvals. For Phased Segments indicate Activities, Delivery of Reports and Benchmarks separately for each Phase.
2. Duration of Activities shall be indicated in the form of a Bar Chart.

Consultant'sName:_____

## SECTION 4

## FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial Proposal

Submission Form 4B. Summary

of Costs

4C. Breakdown of Costs

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (NameofConsultant) To: (Name and Address ofEmployer)

_____
_____
_____
_____

Dear Sir

Subject: **"Detailed Project Report for the work of Additional works for Construction of MLA office at ORC Road Austin town at old MLA office building in ward no 114 Agram New Ward No 29"**.– Financial Proposal reg.

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*] including Consultancy Service Tax.

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of
Signatory: Name of the
Consultant: Address:

## 4B. SUMMARY OF COSTS

| Sl. No. | Description@ | Amount |
|---|---|---|
| 1. | Remuneration for Key Professional | |
| 2. | Supporting Staff | |
| 3. | Transportation | |
| 4. | Duty Travel to Site | |
| 5. | Office Rent | |
| 6. | Office Supplies, Utilities and | |
| 7. | Office Furniture and Equipment | |
| 8. | Reports and Document Printing | |
| 9. | Surveys | |
| | **Total Cost** | |
| | GST/Service Tax | |
| | **Total Cost (Including GST/Service** | |

**Note: The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Payments will be made as per Stipulations of the Special Conditions of Contract. The Break up of Cost as given in Format 4C is to facilitate Assessment of Reasonableness of Costs and conducting Negotiations in accordance with Clause 6 of the Information to Consultants.**

@ Modify the Items as appropriate for the Consultancy Assignment.

## 4C. BREAKDOWN OF COSTS (Rs.)

### I. REMUNERATIONFORSTAFF

| Sl. | Position | Name | Rate* (Rs.) | SM | Amount |
|---|---|---|---|---|---|
| | **Key Professional Staff** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| | **Sub Total** | | | | |
| | **Sub Key Professional** | | | | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| | **Sub Total** | | | | |
| | **Total** | | | | |

*SM – Staff Month*

### II. REMUNERATIONFORSUPPORTSTAFF

| Sl. | Position | Name | Rate* (Rs.) | SM | Amount |
|---|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4. | | | | | |
| | | | | **Tota** | |

*SM – Staff Month*

* Provide the Break up of the Rates to show the Basic Salary, Social Costs and Overhead.

III. **Transportation(Reimbursable)#** Total:

IV. **Duty Travel to Site (Reimbursable)#** Total:

V. **Office Rent(Reimbursable)#** Total:

# Prepare Details as Appropriate for the Consultancy Assignment.

## VI. Office Supplies, Utilities and Communication(Reimbursable)

| Sl. | Item* | Months | Monthly Rate | Amount |
|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4. | | | | |

**Total** ----------

* Prepare Details as Appropriate for the Consultancy Assignment.

## VII. Office Furniture and Equipment(Reimbursable)

| Sl. | Description* | Unit | Quantit | Rate | Amount (Rs.) |
|---|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>5.<br>6. | **Office Furniture (Purchase)** | | | | |
| 1.<br>2.<br>3.<br>4.<br>5.<br>6. | **Office Equipment** | | | | |
| | | | | **Tota** | |

* Prepare Details as Appropriate for the Consultancy Assignment.

## VIII. Reports and Document Printing

| Sl. | Description* | Number | No. of | Rate per Copy | Amount |
|---|---|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>5. | | | | | |
| | | | | **Total** | |

## IX. Surveys / Investigations*

* Prepare Details as Appropriate for the Consultancy Assignment.

## SECTION 5

## TERMS OF REFERENCE (TOR)

### 5.1 Background

BCCC wants to take up the **"Detailed Project Report for the work of Additional works for Construction of MLA office at ORC Road Austin town at old MLA office building in ward no 114 Agram New Ward No 29"**.

In this behest, BCCC is desirous of obtaining Consulting Services for "Preparation of Detailed Project Report **for the work of "Detailed Project Report for the work of Additional works for Construction of MLA office at ORC Road Austin town at old MLA office building in ward no 114 Agram New Ward No 29"**.

### 5.2 Objectives

The main Objectives of this Assignment are

a. To co ordinate with the BCCC to finalize the Concept.
b. To integrate the Feasible Concept with other Infrastructure Developments, if any, in the Project Area such as Metro Alignment, Grade Separators, etc.
c. To prepare Detailed Project Report along with Cost Estimate.
d. To prepare Bid Documents and assist the BCCC in Finalization of Contracts.

### 5.3 Detailed Scope of Services of the Consultant

The Scope of Services of the Consultant shall consist mainly of two parts – Feasibility Study and Detailed Engineering Design. The study shall be carried out in two phases.

### 5.3.1 Phase 1 – Feasibility Study

The Consultant shall carry out the following Studies to optimize the Feasibility of the Project.

- **Reconnaissance Survey**

  Reconnaissance Survey shall be conducted to identify the General Condition of Traffic, Road Side Establishment, Drains, Culverts and Bridges for further Surveys / Investigations. Making use of the Observations / Data collected during Reconnaissance Survey, the Consultant shall finalize the Detailed Schedule for Surveys / Investigations required for the Project.

- **Topographical Survey**

  The Consultant shall carry out a Topographical Survey using Total Station for the entire Project Stretch based on the Requirements initiated in the Reconnaissance Survey.

  ❖ To assess the Condition and Strength Data for developing Improvement Proposals and Related Designs.

  Structured Data Format. The Data so collected shall be compiled and presented (kilometer wise)in the form of Tables for easy under standing.

**i. Benkelman Beam Deflection Survey**

Benkelman Beam Deflection Survey of the Road Sections shall be carried out in accordance with the Procedure given in IRC: 81 – 1997 "Tentative Guidelines for Strengthening of Flexible Road Pavements Using Benkelman Beam Deflection Technique". Test Points along the wheel paths shall be at 50m staggered interval. During the Survey, Pavement Temperature shall be measured for correcting the Deflection Values to the Standard Temperature. Seasonal Factor shall be determined from the Type and Moisture Content of Sub Grade Soil.

The Deflection Data shall be analyzed for each homogeneous section and the Analyzed Data shall be presented in Tabular Forms. The Data so analyzed form a Useful Input to estimate the Extent of Overlay required (if proposed) for Strengthening. The Structural Evaluation especially with regard to the Adequacy / Inadequacy of the Road Sections improved earlier in Various Schemes shall also be assessed so that not to duplicate the same in the Up gradation Proposals.

**ii. Test Pit Investigation Survey**

Test Pit Investigation Survey of the Road Sections shall be carried out so that to have at least one Test Pit for each Road Section. Additional Test Pit Investigation Surveys shall be assessed based on the Heterogeneity of Road Section and Investigations already have been done as required. Testing shall be done so that to match the Location of one of the BBD Tests in that Road Section.

For each Section, Test Pit of Size 1.0m X 1.0m shall be dug at Pavement – Shoulder Interface up to Sub Grade Level. In situ Tests to determine the Field Density such as Core Cutter Test or Sand Replacement Test depending upon the Soil Type shall also be done. Soil Samples shall be collected and tested in Laboratory for

- Field Moisture Content.
- Classification Tests.
- Atterberg's Limits.
- Compaction(Heavy) Testand
- CBR on 4 days Soaked Samples.

Sub Grade Characteristics and Strength Parameters so determined are required in respect of

- Existing Sub Grade for Designing / Widening of Existing Road (if proposed) and for
  checking Strengthening Requirements of Existing Pavement by the CBR method and
- Prospective Borrow Material for use as Sub Grade in case of New Alignment, Re construction and Widening.

The Test Data shall be analysed and presented in Tabular Form.

- **Road Inventory Survey**

The Consultant shall collect various Data during the Inventory Survey for finalizing the Project Requirements based on the existing facilities and these shall broadly include

- Road Length and No. of Lane.

- Surface Type and Condition.
- Type and Width of Shoulder, Median, Drain and Footpath.

- ❖ Right of Way.
- ❖ Land Use Type.
- ❖ Road Geometry.
- ❖ Road Furniture.
- ❖ Illumination.
- ❖ Salient Buildings and Structures.
- ❖ Trees.
- ❖ Details of Major Junctions.
- ❖ Bus / Auto Stops.
- ❖ On Street Parking.

All the above Information shall be compiled and presented (Chainage wise) in the Standard Form of tables for easy understanding.

- **Inventory and Condition Survey of Bridges and CD Structures**

A Detailed Inventory and Condition Survey of all Bridges and Cross Drainage Structures along the Road Stretches shall be carried out by the Consultant's Team comprising of Bridge Engineers. Various Data that shall be collected during the Inventory include

- ❖ Type of Structure.
- ❖ Dimensions.
- ❖ Total Length.
- ❖ Carriageway Width and Overall width.
- ❖ Vent Size.
- ❖ Height of Deck from River or Stream Bed.
- ❖ Type of Superstructure.
- ❖ Type of Substructure.
- ❖ Type of Railing.
- ❖ Type of Bearings.
- ❖ Materials used in Construction.
- ❖ Visual Condition of Superstructure, Substructure, Railing, Wearing Coat, Drainage Spouts, Expansion Joints.
- ❖ Condition of Protection Work.
- ❖ Condition of Vents at Inlet, Outlet and Inside.
- ❖ Types and Conditions of Walls (Head Walls, Wing Walls and Return Walls).
- ❖ Information about HFL (from Tell Tale Marks, Recorded Markings and Local Inquiry).
- ❖ Channel Characteristics.

All the above Information shall be presented in the Form of Tables (Structure wise) for Easy Understanding.

- **Secondary Data**

All the Relevant Secondary Data such as any on going Road Improvements, Junction Improvements, Grade Separator Schemes; Footpath Improvement Scheme; NICE Corridor Scheme and Metro Rail Alignment along the Project Stretch shall be collected from the concerned Departments (as available) in order to integrate the same with the Improvement Proposals suggested and also to avoid Duplication, which shall have a Direct Bearing on the Project Cost.

- **Preliminary Design**

Based on the various Survey Data, the Consultant shall develop all possible

Preliminary Designs and Strip Maps necessary for the Project. He shall establish the Merits and Demerits of Options

considered and determine the Final Option to be adopted for the Improvement of the Project Road in concurrence with the BCCC.

- **Land Acquisition**
  All Lands required for Temporary or Permanent Acquisition for Road Work, Bridge Diversion, Road Diversion, Drainage and Culvert Widening, etc. shall be clearly marked on Topographical Survey Maps. This Data will form the basis for Cost Estimate of Land Acquisition based on the Guidance Value of Land fixed by Government of Karnataka (GOK) at the time of acquisition.

- **Cost Estimate**
  The Consultant shall prepare Preliminary Estimates of Quantities with an accuracy of ± 10% of the Feasible Concept proposed for the Project Stretch. The Preliminary Cost Estimates will be based on locally derived Unit Prices (PW, P & IWTD SR of Bengaluru Circle and National Highway Schedule of Rates as applicable to Bengaluru).

### 5.3.2 Phase 2 – Detailed Engineering Design

#### 5.3.2.1 General

The Consultant shall prepare Detailed Engineering Design for the approved Proposal together with Detailed Cost Estimate, Detailed Project Report and Tender Document. The Tender Document will be suitable for calling Tenders by Domestic Competitive Bidding and be in such detail so that to enable the Works to be satisfactorily implemented by Contractor.

#### 5.3.2.2 Detailed Engineering Design

The Consultant shall carry out Detailed Engineering Design of the Approved Proposal based on IRC, BIS and Mort &H Specifications using technically and economically Sound Engineering Practices and Modus Operandi to execute the same structure at site.

#### 5.3.2.3 Technical Specifications

The Consultant shall develop Technical Specifications for the Works including specifications for Materials, Products and Methodology of Work. The Consultant shall take into account the Relevant IS Codes, IRC Specification, make Modifications where appropriate, based on Careful Assessment of locally available materials and shall determine the Technically Acceptable and the most Cost EffectiveTechnicalSpecificationsandConstruction/ImprovementMethods.

#### 5.3.2.4 Detailed Cost Estimate along with Detailed Project Report

The Consultant shall work out the Detailed Cost Estimate based on Bill of Quantities (BOQ) within a level of accuracy of ± 10% of true cost as a part of Detailed Project Report. The Base Prices shall be based on Public Works Department, National Highway, Indian Railway Schedule of Rates as applicable to the Bengaluru City updated. Provision will be made for Items such as Drainage Structures, Culverts, Pavement, Treatment of Road and Slope Protection wherever needed.

#### 5.3.2.5 Tender Document

The Consultant shall prepare the Tender Document as per Prevailing KTPP Act and based on KPWD
/ NH Specifications as directed by the BCCC in the e – Procurement Format. He shall assist BCCC in Tender Finalization.

Further, the BCCC will furnish Available Reports, Data and Services, if any available, appropriate to achieve the Objectives of the Study. However, the Consultant shall be responsible for the Analysis and Interpretation of all Data received and to under take Necessary (other) Studies to validate the Data and give Conclusion sand Recommendations derived from these Data.

All Activities related to Field Studies, Design and Documentation shall be done as per the latest Guidelines / Specifications and Relevant Publications of Bureau of Indian Standards (BIS) / IRC / Mort & H Specifications. For Aspects not covered by BIS/IRC/ Mort &H Specifications, Standard Practices may be adopted.

All Notations, Abbreviations and Symbols used in the Reports, Documents and Drawings shall be as per BIS / IRC / Mort & H Specifications.

Detailed Justifications shall be provided wherever Deviations from Indian Standards Code of Practice, Indian Road Congress, Mort & H Specifications, Manual by Central Public Health and Environmental Engineering Organization, Ministry of Urban Development and other Standards are contemplated.

## 5.4 Reporting Obligations

### 5.4.1 Schedule of Reports

The Consultant shall submit Reports both in Hard and Soft Copies in English and in MS WORD / MS EXCEL Format and presented on Metric A4 Size Paper. Each of the Reports shall be presented to BCCC as an Audio Visual Presentation as and when requested. The Drawings shall be submitted in AutoCAD Format with proper scales as required.

**The various Outputs required from the Consultant for the Work carried out as stated in the Scope of Services are as follows.**

| Sl. No. | Description | Time Schedule | No. |
|---|---|---|---|
| 1. | Inception Report | 07 Days from the Date of Work Order | 4 |
| 2. | Feasibility Study Report along with Survey / Investigation | 7 Days from the Date of Work Order | 4 |
| 3. | Basic Engineering Drawings and Detailed Cost Estimate | 07 Days from the Date of Approval of Concept by the | 4 |
| 4. | Detailed Project Report | 07 Days from the Date of Approval of Detailed Cost Estimate by the BCCC | 4 |
| 5. | Tender Document in e – Procurement Format | 3 days from the Date of Submission of Detailed | 2 |

Further, all the above Reports along with Designs and Drawings, Tender Document, etc. will be delivered to the BCCC in Soft Copy also (burnt in CD).

## 5.5 Key Staff Requirement

It is expected that the Consultant's Team consists of the following Key Staff.

- Architect – 1No.
- Team Leader cum Planning Engineer – 1No.
- Structural Design Engineer – 1 No.
- Contract Engineer – 1No.
- AutoCAD Drafting Personal – 1 No.

These Key Persons shall adequately be supported by the following Staffs based at Consultant's Office.

- Project Coordinator – 1 No.
- AutoCAD Drafting Personal – 1 No.
- Office Assistant – 1No.

**5.6 Reviews**

The Executive Engineer, Shanthinagara Division, BCCC shall make Periodic Reviews of the Progress of the Work but there are a number of Key Outputs, which will condition the Continuing Work. The Consultant shall also produce Working Papers on Important Issues as required by the Executive Engineer, Shanthinagara Division, BCCC.

**5.7 Study Administration**

The Executive Engineer, Shanthinagara Division, BCCC shall function as a Study Contract Coordinator to oversee the Study and provide a Principal Point of Contact on behalf of the BENGALURU CENTRAL CITY CORPORATION.

## SECTION 6

## CONTRACT FOR CONSULTANT'S SERVICES

**Between**

_____

**Executive Engineer**
Shanthinagara Division

**and**

_____

**[Name of Consultants]**

**Date:**

# CONTENTS


| | | Page No. |
|---|---|---|
| **I.** | **FORMOFCONTRACT** | 39 |
| **II.** | **GENERAL CONDITIONSOFCONTRACT** | **40 – 46** |
| **1.1** | **General Provisions** | 40 |
| **1.2** | Definitions | 40 |
| **1.3** | Law Governing the Contract | 40 |
| **1.4** | Language | 40 |
| **1.5** | Notices | 40 |
| **1.6** | Location | 41 |
| **1.7** | Authorized Representatives | 41 |
| **1.8** | Taxes and Duties | 41 |
| **2.1** | **Commencement, Completion, Modification and Termination of Contract** | 41 |
| **2.2** | Effectiveness of Contract | 41 |
| **2.3** | Commencement of Services | 41 |
| **2.4** | Expiration of Contract | 41 |
| **2.5** | Modification | 41 |
| **2.6** | Force Majeure | 41 |
| | 2.6.1 Definition | 41 |
| | 2.6.2 No Breach of Contract | 41 |
| | 2.6.3 Extension of Time | 41 |
| | 2.6.4 Payments | 42 |
| **2.7** | Suspension | 42 |
| **2.8** | Termination | 42 |
| | 2.8.1 By the Employer | 42 |
| | 2.8.2 By the Consultants | 42 |
| | 2.8.3 Cessation of Rights and Obligations | 43 |
| | 2.8.4 Cessation of Services | 43 |
| | 2.8.5 Payment up on Termination | 43 |
| **3.1** | **Obligations of the Consultant** | 43 |
| **3.2** | General | 43 |
| **3.3** | Conflict of Interest | 43 |
| | 3.3.1 Consultants not to benefit from Commissions, Discounts, etc. | 43 |
| | 3.3.2 Procurement Rules of Funding Agencies | 44 |
| | 3.3.3 Consultants and Affiliates not to engage in certain Activities | 44 |
| | 3.3.4 Prohibition of Conflicting Activities | 44 |
| **3.4** | Confidentiality | 44 |
| **3.5** | Insurance to be taken out by the Consultant | 44 |
| **3.6** | Consultants' Actions Requiring Employer's Prior Approval | 44 |
| **3.7** | Reporting Obligations | 44 |
| **3.8** | Documents Prepared by the Consultants to be the Property of the Employer | 45 |
| **3.9** | Equipment and Materials furnished by the Employer | 45 |
| **4.1** | **Consultant's Personnel and Sub Consultants** | 45 |

**4.2** Description of Personnel 45

**4.3** Removal and / or Replacement of Personnel 45

**5.1** **Obligations of the Employer** 45
**5.2** Assistance and Exemptions 45
**5.3** Service and Facilities 46

**6.1** **Payments to the Consultants** 46
**6.2** Lump Sum Remuneration 46
**6.3** Contract Price 46
**6.4** Payment for Additional Services 46
**6.5** Terms and Conditions of Payment 46
**6.6** Interest on Delayed Payments 46

**7.1** **Settlement of Disputes** 46
**7.2** Amicable Settlement 46
**7.3** Dispute Settlement 46

**III. SPECIAL CONDITIONS OF CONTRACT 47–49**

**IV. APPENDICES** 50–52

Appendix A – Description of the Services
Appendix B – Reporting Requirements
Appendix C – Key Personnel and Sub Consultants
Appendix D – Services and Facilities to be provided by the Employer Appendix E – Breakdown of Contract Price in Indian Rupees AppendixF– Form of Bank Guarantee for Performance Security

## I. FORMOFCONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the day of the month of _____,20___, between, on the one hand,____(hereinafter called the "Employer") and, on the other hand,_____(hereinafter called the" Consultants").

WHEREAS

a. The Employer has requested Consultant to provide certain Consulting Services as defined in the General ConditionsofContractattachedtothisContract(hereinaftercalledthe"Services").
b. The Consultant, having represented to the Employer that they have the required Professional Skills, and PersonnelandTechnicalResources,haveagreedtoprovidetheServicesontheTermsandConditionsset forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. ThefollowingDocumentsattachedheretoshallbedeemedtoformanIntegralPartofthisContract.
   a. The General Conditions of Contract (hereinafter called "GC");
   b. The Special Conditions of contract (hereinaftercalled"SC");
   c. The following Appendices:
      Appendix A: Description of the
      Services Appendix B: Reporting
      Requirements
      Appendix C: Key Personnel and Sub consultants
      Appendix D: Services and Facilities to be provided by the
      Employer Appendix E: Break down of Contract Price
      Appendix F: Form of bank Guarantee for Advance payments

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.*]

2. The Mutual Rights and Obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:

   a. TheConsultantshallcarryouttheServicesinaccordancewiththeProvisionsoftheContract;and
   b. The Employer shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be singed in their Respective Names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF EMPLOYER]
By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF
CONSULTANT]

By
(Authorized Representative)

## II. GENERALCONDITIONSOFCONTRACT

### 1.1 GENERALPROVISIONS

### 1.2 Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issue dand in for cefromtime to time.
b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.
c. "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.
d. "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.
e. "GC" means the General Conditions of Contract.
f. "Government" means the Government of Karnataka.
g. "Local Currency" means Indian Rupees.
h. "Member", in case the Consultant consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant's Right and Obligations towards the Employer under this Contract.
i. "Party" means the Employer or the Consultant, as the case may be, and Parties means both of them.
j. "Personnel" means Persons hired by the Consultant or by any Sub Consultant as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.2 (a) of GC.
k. "SC" means the Special Conditions of Contract by which these General Conditions of Contact may be amendedor supplemented.
l. "Services" means the Work to be performed by the Consultants pursuant to this Contract as described in Appendix A.
m. "Sub Consultant" means any Entity to which the Consultant subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.
n. 'Third party" means any Person or Entity other than the Government, the Employer, the Consultant, or a Sub Consultant.

### 1.3 Law Governing the Contract

This Contract, its Meaning and Interpretation, and the Relation between the Parties shall be governed by the Applicable Law.

### 1.4 Language

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

### 1.5 Notices

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent

by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

**1.6 Location**

The Services shall be performed at such Locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Employer may approve such Locations whether in Karnataka or elsewhere.

**1.7 Authorized Representatives**

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the Officials specified in the SC.

**1.8 Taxes and Duties**

The Consultant, Sub consultant and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price.

**2.1 Commencement, Completion, Modification and Termination of Contract**

**2.2 Effectiveness of Contract**

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

**2.3 Commencement of Services**

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

**2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

**2.5 Modification**

Modification of the Terms and Conditions of this Contract may include Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

**2.6 Force Majeure**

**2.6.1 Definition**

For the purposes of this Contract, “Force Majeure” means an Event which is beyond the Reasonable Control of a Party, and which makes a Party’s Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.6.2 No Breach of Contract**

The Failure of a Party to fulfill any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

### 2.6.3 Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such

Action as a Result of Force Majeure.

**2.6.4 Payments**

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, as well as to bereimbursedforAdditionalCostsreasonablyandnecessarilyincurredbyhimduringsuch periodfor thepurposesoftheServicesandinreactivatingtheServiceaftertheendofsuchperiod.

**2.7 Suspension**

The Employer may by Written Notice of Suspension to the Consultants, suspend all Payments to the Consultant hereunder if the Consultant fail to perform any of his Obligations under this Contract, includingthecarryingoutoftheServices,providedthatsuchNoticeofSuspension(i)shalls pecifythe Nature of the Failure, and (ii) shall request the Consultant to remedy such Failure within a period notexceedingthirty(30)daysafterreceiptbytheConsultantofsuchNoticeofSuspension.

**2.8 Termination**

**2.8.1 By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days' Written Notice of Termination to the Consultants, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

a. If the Consultant does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.
b. If the Consultant (or any of their Members) becomes in solvent or bankrupt.
c. If, as the result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days; or
d. If the Consultant, in the Judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

**For the purpose of this Clause**

i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value toinfluencetheActionofaPublicofficialintheselectionprocessorincontractexecuti on.

ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Employer of the Benefits of Free and Open Competition.

e. If the Employer, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

**2.8.2 By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Employer, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs

(a) through (c) of this Clauses 2.7.2.

a. If the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subjecttoDisputepursuanttoClause7.0hereofwithinfortyfive (45)days after receiving Written Notice from the Consultant that such Payment is overdue.

b. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultantmay have subsequently approved in Writing) following the Receipt by the Employer of the Consultant's Notice specifying such Breach.
c. If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty(60days.

**2.8.3 Cessation of Rights and Obligations**

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
ii. The Obligation of Confidentiality set forth in Clause GC 3.3hereof.
iii. Any Right which a Party may have under the Applicable Law .

**2.8.4 Cessation of Services**

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all NecessaryStepstobringtheServicestoacloseinapromptandorderlymannerandshallmakeevery Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant and Equipment and Materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC3.8.

**2.8.5 Payment upon Termination**

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Employer shall make the following payments to the Consultant.

a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.
b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

**3.1 Obligations of the Consultant**

**3.2 General**

The Consultant shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultants or Third Parties.

**3.3 Conflict of Interests**

**3.3.1 Consultant not to benefit from Commissions, Discounts, etc.**

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant's Sole Remuneration in connection with this Contract or the Services,

and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional

Remuneration.

**3.3.2 Procurement Rules of Funding Agencies**

If the Consultant, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

**3.3.3 Consultant and Affiliates not to engage in certain Activities**

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof)for any Project resulting from or closely related to the Services.

**3.3.4 Prohibition of Conflicting Activities**

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's CountrywhichwouldconflictwiththeActivitiesassignedtohimunderthisContract;or
b. After the Termination of this Contract, such other Activities as may be specified in the SC.

**3.4 Confidentiality**

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

**3.5 Insurance to be taken out by the Consultant**

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

**3.6 Consultant 's Actions requiring Employer's Prior Approval**

The Consultant shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

a. EnteringintoaSubcontractforthePerformanceofanyPartoftheServices,itbeingunderstood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall havebeenapprovedinWritingbytheEmployerpriortotheExecutionoftheSubcontract,and(ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.

b. AppointingsuchMembersofthePersonnelnotlistedbynameinAppendixC(“KeyPerso nneland Sub Consultants”),and
c. Any other Action that may be specified in the SC.

**3.7 Reporting Obligations**

The Consultant shall submit to the Employer the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

**3.8 Documents prepared by the Consultant to be the Property of the Employer**

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver al l such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

**3.9 Equipment and Materials furnished by the Employer**

Equipment and Materials made available to the Consultant by the Employer or purchased by the Consultant with Funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant shall make availabletotheEmployerinaccordancewiththeEmployer'sInstructions.Whileinpossessi onofsuch Equipment and Materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

**4.1 Consultant's Personnel and Sub Consultants**

**4.2 Description of Personnel**

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Employer.

**4.3 Removal and / or Replacement of Personnel**

a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.
b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a ReplacementapersonwithQualificationsandExperienceacceptabletotheEmployer.
c. The Consultant shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

**5.1 Obligations of the Employer**

**5.2 Assistance and Exemptions**

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall

a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be NecessaryorAppropriatefortheProptandEffectiveImplementationoftheServices.
b. Assist the Consultant and the Personnel and any Sub consultants employed by

the Consultants for the Services from any Requirement to register or obtain any Permit to practice their ProfessionortoestablishthemselveseitherindividuallyorasaCorporateEntityaccordingtothe Applicable Law.

c. Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

**5.3 Services and Facilities**

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

**6.1 Payment to the Consultant**

**6.2 Lump Sum Remuneration**

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services including Service Tax described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

**6.3 Contract Price**

The Contract Price is set forth in the SC.

**6.4 Payment for Additional Services**

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

**6.5 Terms and Conditions of Payment**

PaymentwillbemadetotheAccountoftheConsultantandaccordingtothePaymentSchedulestated in the SC unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the same amount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Employer specifying the amount due.

**6.6 Interest on Delayed Payments**

Deleted.

**7.1 Settlement of Disputes**

**7.2 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

**7.3 Dispute Settlement**

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party's request for such Amicable Settlement may be submitted by either

party for Settlement in accordance with the Provisions specified in the SC.

## III. SPECIAL CONDITIONS OF CONTRACT

**GC Clause Reference**

1.1(h)] The Member in Charge is Executive Engineer, Shanthinagara Division, BCCC

1.4 ] The Addresses are:

**Employer** :

Attention :_____
Telex :_____
Fax :_____
E–mail :_____

**Consultant** :_____
_____
_____

Attention :_____
Telex :_____
Fax :_____
E–mail :_____

Notice shall be deemed to be effective as follows:

a. In the case of Personal Delivery or Registered Mail, on delivery.
b. In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
c. In the case of Telegrams,24 hours following Confirmed Transmission and
d. InthecaseofFacsimiles,24hours following Confirmed Transmission.

1.6 ] The Authorized

Representatives are: For the

Employer:

For the Consultant:

1.7 ] The Consultant and its Personnel shall pay the Taxes, Duties, Fees ,Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

2.1 ] The Date on which this Contract shall come into Effect is: The Date of Agreement.

2.2 ] Commencement of Services shall be as mentioned in the GC.

2.3 ] Expiration of Contract shall be after finalization of the Construction Agency.

3.4 ] The Risks and the Coverages shall be:

1. Third Party Motor Vehicle Liability Insurance as required under Motor

Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub Consultants or their Personnel, for the period of Consultancy;

2. Third Party Liability Insurance, with a Minimum Coverage for Rs.2,00,000/-for the Period of Consultancy;

3. Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any sub Consultant, in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as may be appropriate;

4. Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and

5. Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Consultant's Property used in the Performance of the Services, and (iii) any Documents prepared by the Consultant in the Performance of the Services.

3.7] The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

5.1(c)] Deleted.

6.2] The Amount of Contract is Rs._____.

6.4 ] Payment Schedule

i. 10% of Contract Price: On submission of Inception Report.
ii. 40% of Contract Price: On submission of Feasibility Study Report along with Survey / Investigation Reports.
iii. 20% of Contract Price: On submission of Basic Engineering Drawings and Detailed Cost Estimate.
iv. 20%ofContractPrice:On submission of Detailed ProjectReport.
v. 10%ofContractPrice:On Submission of TenderDocument.

The Payment shall be made within 60 days of Receipt of the Invoice and within 90 days in the case of the Final Payment.

7.2 ]

DisputesshallbesettledbyArbitrationinaccordancewiththefollowingprovision

s.7.2.1] Selection of Arbitrators

Each Dispute submitted by a Party to Arbitration shall be heard by a Sole

Arbitrator or an
Arbitration Panel composed of three Arbitrators, in accordance with the following provisions.

a. Where the Parties agree that the Dispute concerns a Technical Matter, they may agree to appoint a Sole Arbitrator or, failing Agreement on the identity of such Sole Arbitrator within thirty (30) days after Receipt by the other Party of the Proposal of a Name for such an Appointment by the Party who initiated the Proceedings, either Party may apply to the President, Institution of EngineersIndia,NewDelhi;thePresident,IndianRoadCongress(RoadsandBridgeWorks),

New Delhi, for a List of not fewer than five Nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the Last Remaining Nominee on the list shall be the Sole Arbitrator for the Matter in Dispute. If the Last Remaining Nominee has not been determined in this manner within sixty (60) days of the Date of the List, the President, Institution of Engineers India, New Delhi; the President, Indian Road Congress (Roads and Bridge Works), New Delhi shall appoint, upon the Request of either Party and from such List or otherwise, a Sole Arbitrator for the matter in dispute.

b. Where the Parties do not agree that the Dispute concerns a Technical Matter, the Employer and the Consultant shall each appoint one Arbitrator and these two Arbitrators shall jointly appoint a Third Arbitrator, who shall chair the Arbitration Panel. If the Arbitrators named by the Parties do not succeed in appointing a Third Arbitrator within thirty (30) days after the latter of the Two Arbitrators named by the Parties have been appointed, the Third Arbitrator shall, at the Request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

c. If in a Dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its Arbitrator within thirty
(30) days after the other Party has appointed its Arbitrator, the Party which has named an Arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a Sole Arbitrator for the Matter in Dispute, and the Arbitrator appointed pursuant to such Application shall be the Sole Arbitrator for the Dispute.

7.2.2 Rules of Procedure
Arbitration Proceedings shall be conducted in accordance with the Procedure of the Arbitration and Conciliation act 1996, of India.

7.2.3 Substitute Arbitrators
If for any reason an Arbitrator is unable to perform his Function, a Substitute shall be appointed in the same manner as the Original Arbitrator.

7.2.4 Qualifications of Arbitrators
The Sole Arbitrator or the Third Arbitrator appointed pursuant to Paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized Legal or Technical Expert with Extensive Experience in relation to the Matter in Dispute.

7.2.5 Miscellaneous
In any Arbitration proceeding hereunder
(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru.
(b) The Decision of the Sole Arbitrator or of a Majority of the Arbitrators(or of the Third Arbitrator if there is no such Majority) shall be Final and Binding and shall be enforceable in any Court of Competent Jurisdiction, and the Parties hereby waive any Objections to or Claims of Immunity in respect of such Enforcement.

# APPENDI CES

**Appendix A: Description of the Services**
[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

**Appendix B: Reporting Requirements**
[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

**Appendix C: Key Personnel and Sub Consultants**
[List hereunder:

C–1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C–2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

**Appendix D: Services and Facilities to be provided by the Employer**
[List hereunder:

F–1Services, Facilities and Property to be made available to the Consultant by the Employer.

**Appendix E: Breakdown of Contract Price in Indian Rupees**

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel(Key Personnel and other Personnel).

2. Reimbursable Expenditures.

This appendix shall exclusively be used for determining remuneration for Additional Services.

**Appendix F: Format of Bank Guarantee for Performance Security**

(Clause 9 of Information to Consultant)

(TobestampedinaccordancewithApplicableStampAct,

ifany) Ref:_____BankGuarantee:_____Date:_____

To
The Commissioner
BCCC
Bengaluru –
560001

WHEREAS_____[Name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. _____ dated ___to provides the services on terms and conditions set forth in this Contract"Shnathinagar " (here in after called"the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you withaBankGuaranteebyarecognizedbankforthesumspecifiedthereinassecurityforcomplianc ewithhis obligations in accordance with the Contract;

AND WHERE AS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of_____[AmountofGuarantee]_____[in Words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____ _____[Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Contract or of the Services to be performed there under or of any of the Contract Documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____(Rs._____) and the guarantee shall remain valid till_____unless a Claim or a demand in writing is made up onu so nor before _____guarantee shall cease. All our liability under this

This guarantee shall be valid for a period of ……. months i.e. up to 3 months beyond the expiry of Defect Liability Period of …….. months.

Signature and Seal of the Guarantor_____

In presence of

Name and Designation
(Name, Signature and
Occupation) Name of the Bank

Address
(Name
andOccupation)
Date_____